

13

TITLE DATA

CONSUMERS POWER COMPANY 16

Charles A. Petersen and wife Bertha K.

165225

TRACT 227-D85-6

Easement 1/14/52 3/29/52 146 116 1

ACCOUNT NO. 100.110-340.000

MAP 13

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

FORM 321 MULTH

Parcel No. 5 Recorded day of MAR 21 1952 A.D. 19 at 12:17 o'clock P.M. Liber 146 Page 116 ANNE K. FISHER Register of Deeds

RIGHT OF WAY

Michigan STATE Cheboygan COUNTY Mentor TOWNSHIP SECTION 25 TOWN T 34 N RANGE R 3 W MUNICIPALITY

PLAT OR AREA

Charles A. Petersen, and Bertha Kate Petersen, his wife, and in her own right, (Petersen is sometimes spelled Peterson)

first part... consideration of One Dollars (\$ 1.00) to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of towers, poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcels of land, including all public highways upon or adjacent to said parcels of land, which parcels are situate in the Township of Mentor County of Cheboygan and State of Michigan, to-wit:

The Southeast one-quarter (1/4) of the Northeast one-quarter (1/4) and the East one-half (1/2) of the Southwest one-quarter (1/4) of the Northeast one-quarter (1/4) of Section twenty-five (25), Township thirty-four (34) North, Range three (3) West.

The route to be taken by said lines of towers, poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate said route on, over and across said above described land along or adjoining as near as practicable a line, which said line is described as beginning at a point not more than 500 feet nor less than 200 feet Westerly of the center line of Trunk Line Highway U.S. 27 at a point not more than 500 feet nor less than 300 feet South of the East and West quarter line of Section 25, Township 34 North, Range 3 West, running thence Northeasterly to a point not more than 500 feet nor less than 200 feet East of the West line of Section 30, Township 34 North, Range 2 West at a point not more than 800 feet nor less than 500 feet South of the North line of said Section 30.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and towers, poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim, remove, destroy or otherwise control any trees and brush which may, in the opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized.

Second party to pay at the rate of Eighty Dollars (\$80.00) per mile of length of the line of poles and wires across said above described premises, the same to be paid before any work is done on the land, and also to pay for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hands and seals of the parties of the first part, this 14 day of January 19 52.

Signed, Sealed and Delivered, in Presence of

Elda E. M. Dubey James F. Miller

Charles A. Petersen Bertha Kate Petersen

STATE OF MICHIGAN) On this 14 day of January 19 52.) ss. Before me, a Notary Public of Cheboygan County, Michigan, acting in Cheboygan County, personally appeared

Charles A. Petersen and Bertha Kate Petersen

to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

James F. Miller Notary Public, Cheboygan Co., Mich. My commission expires June 7, 1953

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like 358.76 and items like Original Cost (See Vol LR4, Exhibit 85a, Working Papers).

MAPPED AND CHECKED

(See Next Sheet for Additional Title)

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15047 Sheet 5 of 8 Sheets
Plan & Profile No. PP 15047 A Sheet 1 of 15 Sheets
Survey Map No. _____ Sheet _____ of _____ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search yes _____
4. Mortgage Release _____
5. Tree Vouchers - yes

TITLE HISTORY

1. Charles A. Petersen and wife Bertha K.
Date 1/14/52 Rec. 3/29/52 L. 146 P. 116 Easement
2. Consumers Power Company

Consumers Power Company also acquired a right of way across the land described on the caption of this tract, as follows:

CONSUMERS POWER COMPANY

TRACT 227-D85-6 CONTINUED

- 1. George L. Wightman & wife, Estella M.
1-12-52 3-29-52 146-117 Esmt
- 2. Consumers Power Company

ACCOUNT NO. 100.110-340.000

MAP

FORM 321 MOUTH

Parcel No. 5A MAR 21 1952

RIGHT OF WAY

Recorded _____ day of _____
A. D. 19 _____ at _____ o'clock _____ M.
Liber 146 Page 117

ANNE R. FISHER

Register of Deeds

George L. Wightman and Estella M. Wightman, his wife, and in her own right
 first parties, consideration of One Dollars (\$1.00) to them
 paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~poles~~, poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel of land, including all public highways upon or adjacent to said parcel of land, which parcels are situate in the Township of Mentor or Cheboygan County of Cheboygan and State of Michigan, to-wit:

The North one-half (1/2) of the Southeast one-quarter (1/4) of the Northeast one-quarter (1/4) and East one-half (1/2) of the Southwest one-quarter (1/4) of the Northeast one-quarter (1/4) of Section twenty-five (25), Township Thirty-four (34) North, Range three (3) West.

The route to be taken by said lines of ~~poles~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate said route on, over and across said above described land along or adjoining as near as practicable a line, which said line is described as beginning at a point not more than 500 feet nor less than 200 feet Westerly of the center line of Trunk Line Highway U.S. 27 at a point not more than 500 feet nor less than 300 feet South of the East and West quarter line of Section 25, Township 34 North, Range 3 West, running thence Northeasterly to a point not more than 500 feet nor less than 200 feet East of the West line of Section 30, Township 34 North, Range 2 West at a point not more than 800 feet nor less than 500 feet South of the North line of said Section 30.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and ~~poles~~ poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized.
 Second party to pay at the rate of Eighty Dollars (\$80.00) per mile of length of the line of poles and wires across said above described premises, the same to be paid before any work is done on the land, and also to pay for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hands and seals of the parties of the first part, this 12 day of January, 1952.

Signed, Sealed and Delivered in Presence of

Odessa M. Miller
Odessa M. Miller
James F. Miller
James F. Miller

George L. Wightman (L.S.)
George L. Wightman
Estella M. Wightman (L.S.)
Estella M. Wightman

(L.S.)

(L.S.)

STATE OF MICHIGAN)
) ss. On this 12 day of January 1952
County of Emmet) before me, a Notary Public of Cheboygan County,
Michigan, acting in Emmet County, personally appeared

George L. Wightman and Estella M. Wightman

to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

James F. Miller
James F. Miller
Notary Public, Cheboygan Co., Mich.
My commission expires June 7, 1953

MAPPED AND CHECKED